

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

P.O. BOX 60046
NEW ORLEANS, LA. 70160
(504) 528-3345

TERRY MARTIN
PURCHASING AGENT

PURCHASING DEPARTMENT

REQUEST FOR QUOTATION-THIS IS NOT AN ORDER

TO: Inquiries on this subject should refer to the following:

Requisition No. 055719

New Orleans, LA March 17, 2010

Please return this proposal, duly signed, in the self-addressed envelope enclosed, by **11 o'clock a.m., Tuesday, April 13, 2010**, when all bids will be publicly opened. Only UNIT and TOTAL PRICES shall be entered opposite each item below on which you are prepared to bid for delivery, FREE OF CHARGE, to:

SEE BELOW

Annual contract for the purchase of approximately 225,000 gallons, more or less, of Diesel Fuel No. 2 grade, having a maximum sulphur content of .5%, minimum cetane index of 40, and minimum gravity A.P.I. @ 60 degrees F. of 30.5 to meet ASTM 975 grade 2.

Contract is to run from July 1, 2010, through June 30, 2011, with an option, for the Board’s action through its Executive Director, to renew the contract for approximately 225,000 gallons, (more or less), for an additional 12 months at the same terms, conditions, and price.

Response by vendor to a request for fuel is not to exceed 24 hours from time of verbal request to vendor to time fuel barge arrives at site of dredge for fueling hook-up.

Vendor must provide 100% of gallons requested on any one delivery. In exceptional cases and extreme conditions, vendor must provide a delivery of no less than 90% of the requested amount. Fuel to be delivered in the following manner:

DESCRIPTION OF FUEL

<u>VESSEL</u>	<u>PICK-UP/DELIVERY</u>	<u>ANNUAL GALLONS</u>
DREDGE	Fuel to be delivered by vendor’s base barge mid-stream in 14,000 gallon amounts, or picked up by Board’s vessel in 2,000 gallon amounts. <u>Tank truck delivery will NOT be accepted.</u>	185,000
UTILITY VESSEL GEN. ROY S. KELLEY	Fuel to be picked up at terminal in 2000 gallon amounts.	20,000
PILE DRIVER	Fuel to be delivered by vendor’s base barge mid-stream in 1,000 gallon to 1,500 gallon amounts, or by truck delivery if location permits.	15,000
HPD RAPID RESPONSE VESSEL CAPTAIN SCARBROUGH	Fuel to be picked up at terminal in 500 gallon amounts.	5000

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PRICING INFORMATION

Market price at date of delivery to fluctuate with the manufacturer’s index. Vendor’s fixed mark-up per gallon shall remain in effect during the period of this contract and during additional 12 months if Board extends contract.

MANUFACTURER: _____

TERMINAL: _____

MANUFACTURER’S RACK PRICE PER GALLON: \$ _____

VENDOR’S FIXED MARK-UP PER GALLON: \$ _____

SELLING PRICE PER GALLON: \$ _____

BID WILL BE AWARDED ON THE SELLING PRICE PER GALLON. PRICES QUOTED SHALL BE THOSE PRICES IN EFFECT **FIVE DAYS** PRIOR TO DATE OF BID OPENING.

A separate sheet showing manufacturer rack price shall be submitted with each invoice.

The Board reserves the right to increase or decrease the amount of fuel shown above, which ever is in the best interest of the Board, during the life of this contract.

Fuel oil shall be subject to inspection and tests by the Board or any recognized testing laboratory it may select. Fuel oil that does not conform to the specifications above will be rejected and shall be removed from tanks or receptacles at the expense of the contractor and shall be replaced within twelve (12) hours with a like amount of fuel oil as specified above.

The cost of all tests of fuel will be paid for by the Board, except in the case where tests are made, and the fuel oil fails to conform as specified herein, in which case, the cost of such tests shall be paid for by the contractor, and any such cost shall be deducted from any money due the contractor.

Should the vendor to whom the contract is awarded fail to furnish fuel oil as specified herein, or should he fail to make prompt deliveries to such point, and in such quantities as may be designated by the board, the Board reserves the right to either arrange to purchase on the open market, or to terminate the contract by giving the vendor thirty (30) days written notice.

The delivery of fuel oil under this contract shall be made in such quantities, and at such time as designated by the Board’s authorized representatives. A list of authorized representatives for each location will be presented to the successful bidder.

INSURANCE

1. General Insurance Requirements

- a. **Insurance Companies:** All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and acceptable to the Board (Best’s rating A+, IV, or better). Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for worker’s compensation insurance are acceptable with a notarized copy of the contractor’s authority to self insure.

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b.	Primary Insurance: All insurance required herein shall be primary to any similar insurance that may be carried by the Board for it's own protection.
c.	Insurance Certificates: Before this <u>contract</u> becomes effective, { contractor} shall furnish to the Board's Risk Manager, original, manually signed , certificates evidencing that it has procured the insurance herein required.
d.	Named Insured: Except for Worker's Compensation, the Port of New Orleans shall be named as an additional insured on all policies required herein.
e.	Waiver of Subrogation: All insurance policies required herein, as well as any other insurance carried by the Contractor for the protection of its property on the Board's Premises, shall provide that the insurers waive any rights of subrogation (whether by loan receipts, equitable assignment or otherwise) with respect to deductibles under such policies and with respect to damage to equipment, including the loss thereof, whether insured or not.
f.	Notice of Cancellation: All policies required herein shall provide for thirty (30) days' written notice of cancellation or material change to be sent to the Board at P.O. Box 60046, New Orleans, LA 70160, Attention: Risk Manager.
g.	Maintaining Insurance: All insurance policies herein required shall remain in full force and effect until the <u>{completion the work and the acceptance thereof}</u> . If any insurance required herein is canceled or materially changed, and not immediately replaced during the term of this agreement, The Board reserves the right to purchase insurance at the expense of the {contractor} to protect its own interest. The furnishing of insurance shall not relieve the Contractor of the responsibility for losses not covered by insurance.
h.	Subject to Revision: Except for property insurance, the amounts and types of insurance required herein shall be subject to revision at each Renewal term at the discretion of the Board.
i.	No Representation or Warranty: The Board makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect the contractor's interests.
2.	Comprehensive General Liability Insurance -Contractor shall procure and maintain at contractor's sole cost and expense comprehensive general liability insurance (on an occurrence basis) with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The aggregate limit for products and completed operations shall be not less than one million dollars (\$1,000,000). The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse and underground property damage hazards, completed operations and "broad form contractual endorsement". Where contractor's operations include the use of watercraft, the watercraft exclusion in the comprehensive general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.
3.	Comprehensive Motor Vehicle Liability Insurance -Contractor shall procure and maintain at contractor's sole cost and expense comprehensive motor vehicle liability insurance which shall include hired car and non-ownership coverage with limit of liability of not less than one million dollars (\$1,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than one million dollars (\$1,000,000) for each occurrence and aggregate.
4.	Workers' Compensation Insurance -Contractor shall procure and maintain at contractor's sole cost and expense, workers' compensation insurance as will protect Contractor from claims under the Louisiana Workers' Compensation Act as well as under the Federal Longshoremen's and Harbor Workers' Compensation Act, if

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applicable. The limit of liability under the employer's liability section of the workers' compensation insurance policy shall be not less than one hundred thousand dollars (\$100,000). Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law in an amount of not less than five hundred thousand dollars (\$500,000).

NOTE: THE BOARD RESERVES THE RIGHT TO REJECT ANY/OR ALL BIDS, TO WAIVE ANY INFORMALITY NOT A VIOLATION OF LAW, AND TO MAKE ANY AWARD IN THE BOARD’S BEST INTERESTS. DISCOUNT TERMS WILL BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.

PLEASE REFER ANY TECHNICAL QUESTIONS TO MR. CHRIS WYCKOFF @ (504) 528-3414.

IMPORTANT-THE TERMS AND CONDITIONS OF THIS PROPOSAL MUST BE COMPLIED WITH AND ALL BLANK SPACES MUST BE FILLED IN, OTHERWISE BID MAY BE SUBJECT TO POSSIBLE REJECTION. NO CONSIDERATION WILL BE GIVEN BIDS UNLESS ON THIS FORM.

The right is reserved to reject any /or all bids for good cause in accordance with law. In case of error in the extension of prices, the unit prices will govern. The award will be made to the lowest responsible bidder who bid in accordance with the bid specifications, and in accordance with the law. The right is reserved to separate items, to combine items, or to make award on the basis of total low bid. Discount terms may be considered in determining the lowest responsible bidder.

PRICES QUOTED

For labor and material contracts, prices quoted shall be complete, so as to cover every cost, expense, or charge incurred by the Contractor in performance of the contract, including but not limited to any and all sales and use taxes payable by the Contractor and which might otherwise be charged against the Board.

For purchases of materials, supplies, and equipment, do not include State of Louisiana sales or use tax. Under the provisions of LSA R.S. 47:301 (8)(c), the Board is exempt from state sales and use tax. The Board does not pay Orleans Parish sales or use tax. Cf. City of New Orleans vs. Board of Commissioners, 229 So.2d 69 (La. 1969). The Board **IS** subject to **STATE** excise tax on certain commodities such as motor fuels, **BUT** is **EXEMPT** from federal excise tax in accord with exemption certificate No. A-126972, dated 22 Aug. 1960.

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DEPOSIT WITH BID

Each bid SHALL be accompanied by a certified or cashier's check or bid bond of a corporate surety authorized to do business in the State of Louisiana, (IF BID BOND IS FURNISHED, IT MUST BE ACCOMPANIED BY A POWER OF ATTORNEY OF SURETY), in the amount of five percent (5%) of the bid, payable to the Board of Commissioners of the Port of New Orleans, as a guarantee that the bidder will, if awarded the bid, sign and return an acceptance copy of the purchase order and execute proper performance bond as required below. Deposits will be returned to the unsuccessful bidders soon after the award of the bid, and to the successful bidder when he shall have signed and returned the acceptance copy of the purchase order and furnished performance bond as required below. Should the successful bidder fail to sign the acceptance copy of the purchase order and furnish the proper performance bond, his deposit shall be forfeited to the Board as ascertained and liquidated damages.

PERFORMANCE BOND

The bidder to whom the bid is awarded shall furnish a bond, written by a surety company authorized to do and doing business in the City of New Orleans and State of Louisiana, in the sum not less than the total amount of the bid. The amount for unit price bids will be ascertained by this Board. The cost of any bond furnished by the Bidder shall be included in his bid. This bond is to guarantee the prompt and proper performance by the successful bidder in all and singular the obligations assumed by the bidder or imposed upon the bidder by the terms and conditions of his bid.

WE WILL ALLOW A DISCOUNT OF % IF BILL IS PAID WITHIN DAYS FROM DATE OF RECEIPT OF CORRECTED INVOICE.

Bid must be signed by firm member or authorized individual

(FIRM NAME)

ACCEPTED AS TO ITEM OR ITEMS:
NUMBERED:

(SIGNATURE)

BOARD OF COMMISSIONERS OF THE
PORT OF NEW ORLEANS

BY: DATE:
SHARON V. REAMES, PURCHASING AGENT

THE BOARD ENCOURAGES PARTICIPATION BY QUALIFIED MINORITY AND WOMEN BUSINESS ENTERPRISES IN ALL ITS PROCUREMENT ACTIVITIES.

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ETHICS DISCLOSURE

The Board calls the attention of all potential bidders to the Louisiana Ethics Code, La R.S. 44:___et seq. Those laws prohibit the Board from doing business with any of its current commissioners or those who have served on the Board within the past two years or from doing business with certain companies with which these persons are connected.

Current commissioners are:

- Thomas D. Westfeldt-Chairman
- John F. Fay Jr.-Vice Chairman
- J. Wayne Mumphrey-Secretary-Treasurer
- Allen J “A.J.” Gibbs- Member of the Board
- Vallerie S. Cahill- Member of the Board
- Joseph F. Toomy- Member of the Board
- Daniel F. Packard- Member of the Board

Commissioners who served during the past two years are:

- James O. Campbell
- Samuel Nunez, Jr.

Interested bidders are advised to consult their attorneys with further questions and to inquire of their subcontractors whether they have a connection with these persons that would prohibit these contractors, from doing work for the Port of New Orleans. Failure to do so and including in their bids subcontractors who are prohibited by Ethics Code from doing business with the Port of New Orleans could result in the rejection of bids.

***Also note that electronic bids can also be submitted on line, through the Port of New Orleans website under the Procurement section and Central Bidding page.